

Resolution of Boston Redevelopment Authority Authorizing
Execution of Cooperation Agreement with City of Boston
For Project No. Mass. R-35

WHEREAS, the Boston Redevelopment Authority has applied for financial assistance under Title I of the Housing Act of 1949 as amended, to carry out the urban renewal project known as "Government Center", hereinafter referred to as the "Project"; and

WHEREAS, it is recognized that the Federal contract for Loan and Grant pursuant to said Title I will require the provision of local grants-in-aid (as defined in Section 110(d) of said Title I) to the Project in an amount at least equal to one-third of the net cost of the Project; and

WHEREAS, the Urban Renewal Plan for the Project will require the provision of streets, other site improvements and supporting facilities to aid in carrying out the Project, and will require certain other local actions to be taken in connection therewith; and

WHEREAS, the City of Boston has declared itself willing to provide such local grants-in-aid and to take such actions as may be necessary or desirable on its part to assist in carrying out the Project, all of which are encompassed in a proposed Cooperation Agreement with the City which has been presented to this meeting and has been examined and found acceptable, and is hereby made a part of the records of this meeting.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY, that the proposed Cooperation Agreement is hereby in all respects approved, and the Chairman is hereby authorized and directed to execute such Cooperation Agreement on behalf of the Authority.

COOPERATION AGREEMENT

by and between

CITY OF BOSTON AND BOSTON REDEVELOPMENT AUTHORITY

THIS COOPERATION AGREEMENT, entered into as of the _____ day of _____, 1963 by and between the CITY OF BOSTON, a municipal corporation of THE COMMONWEALTH of Massachusetts (hereinafter referred to as the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created under the laws of said Commonwealth (hereinafter referred to as the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the Plan) for the Government Center Urban Renewal Project No. Mass. R-35 (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor, with the approval of the City Council, of the City of Boston; and

WHEREAS, the Plan provides for the acquisition, demolition and removal of structures in the Government Center Project Area (hereinafter referred to as the "Project Area"), the installation of site improvements and public facilities and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS, the Authority will need financial assistance from the United States of America under Title I of the Housing Act of 1949 as amended (hereinafter referred to as Title I), and also local grants-in-aid in order to carry out and complete the project; and

WHEREAS, Under Title I such local grants-in-aid may consist of, among other things, cash grants; donations at cash value of certain real property, in the Project Area; demolition or removal work in the Project Area at the cost thereof; installation of site improvements and the provision at their cost of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS, the Authority has applied for financial assistance from the United States of America, under Title I, in the form of loans and grants;

NOW THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

1. The Authority will undertake the Project in accordance with the Plan and will commence and carry out as expeditiously as possible each successive phase of the Project as funds are made available.

2. To help defray the cost of the Project, the Authority will comply with all necessary conditions, statutory or otherwise, to obtain a capital grant from the United States under Section 103 of Title I in the maximum amount allowed by law.

3. The City will make local grants-in-aid (as heretofore defined) to the Authority in a total amount which, together with all other local grants-in-aid made to the Project, will equal one third of the actual net project cost of the Project as finally determined and approved by the Housing and Home Finance Administrator of the United States in accordance with Title I, and in accordance with a loan and grant contract to be entered into between the Authority and the United States of America, which one third is currently estimated at \$13,000,000.

4. After the execution of said loan and grant contract, the City, upon request by the Authority after the dedication and laying out of appropriate streets and public ways in accordance with the Plan, will commence construction of, and thereafter diligently prosecute to completion, improvements as required by the Plan for the Project in accordance with the following schedule. If, during the course of the Project it appears that such construction schedule, or the costs related thereto, is inappropriate or inaccurate, such schedule and costs may be amended by the joint agreement of the Development Administrator of the Authority and the Mayor. The locations indicated for the improvements are to be determined by reference to the Plan for the Project.

Improvement	Location	Total Estimated Cost
Water system connections	Existing Congress St. and Bowdoin St.	\$ 72,025
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Cambridge St.	525,395
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street sidewalk and curbs; street signs.	New Chardon St.	468,766
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	New Sudbury St.	374,495
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Staniford St.	118,839
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs; street signs.	Merrimac St.	264,657
Water sewage and drainage systems; street lights; street sidewalk and curbs; street signs.	Hawkins St.	351,965
Water, sewage and drainage systems; police signal system; street lights; street, curb, and sidewalk; street signs.	Bowker St.	62,070
Water, sewage and drainage systems; police and fire signal systems; street lights; street, sidewalk and curbs, street signs.	Union St. West Hanover St.	75,182

Improvement	Location	Total Estimate Cost
Traffic control system; water, sewage and drainage systems; police and fire signal systems; street lights, street, sidewalk and curbs; street signs.	New Congress St. (including overpass)	\$ 817,500
Water, sewage and drainage systems; police signal system; street lights; street, curb and sidewalks.	Faneuil Hall and Dock Square	177,840
Traffic control system master panel		23,300
Sewage and drainage system; lighting; foundation; pavement, landscaping.	Government Center Plaza	1,925,700
Water, sewage and drainage systems; street, curb and sidewalks	Change Avenue Chatham Street Merchants Row	31,000
Traffic control system; water, sewage and drainage systems; police signal system; street lights; street, sidewalk and curbs; street signs.	Court and State Streets	118,380
Street, sidewalk and curbs; street signs.	Franklin Avenue	12,350
Water, sewage and drainage systems; police and fire signal systems; street sidewalk and curbs; street signs.	Somerset Street Pemberton Square North Pemberton Square	168,330
Street, sidewalk and curbs	Cambridge and Chardon Streets (public park)	8,850
Water system; fire signal system; street lights; street, sidewalk and curbs; street signs.	Tremont Street	53,900

5. After the execution of said loan and grant contract between the Authority and the United States, the City, acting by its Mayor, will recommend to the proper board or officer the construction of each of the public improvements listed below, and that construction thereof be commenced promptly upon conveyance or dedication of land for the purpose from the Authority to the City:

Public Improvement	Estimated Total Cost	Estimated Cost to be Credited to Project	Cash Value to Project in Lieu of Construction
Parking Garage	\$7,000,000	\$7,000,000	\$4,666,666
Police Station	1,200,000	90,750	60,500

6. (a) If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the improvements set forth in paragraph 4 above promptly upon request of the Authority after execution of the Loan and Grant Contract and the dedication and laying out of the streets or public ways concerned, or shall fail diligently to prosecute said work to completion, then the City shall, upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Total Estimated Cost" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

(b) If the City, acting by the Mayor, appropriate board, officer, or agent thereof, should fail to take appropriate actions to construct any of the Public Improvements set forth in paragraph 5 above promptly upon the conveyance or dedication of land for the purpose, or shall fail diligently to prosecute said work to completion, then the City shall upon demand by the Authority, pay to the Authority the sum or sums of money listed in the column entitled "Cash Value to Project in Lieu of Construction" with respect to each item of work or portion thereof to which such failure relates, which sums of money shall be considered as cash local grants-in-aid to the Project.

(c) The Authority and the Real Property Board of the City of Boston have entered into a Letter of Understanding dated November 19, 1962, with respect to construction of the Parking Garage referred to in paragraph 5 hereof. The City hereby agrees to take such actions within its power as may be necessary or desirable to facilitate the construction of said garage, in accordance with the said Letter of Understanding.

7. (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by Housing and Home Finance Agency which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

(b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the Project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

8. The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, for any such vacating or laying out.

9. The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

10. The Authority recognizes that the City, in accordance with Section 26R of Chapter 121, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Housing and Home Finance Administrator in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year 1961.

11. The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases, including the relocation of families to be displaced from the project area.

12. The City will take steps appropriate to assure that no member of its governing body, and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project area, or in any contract or proposed contract in connection with the carrying out of the Project.

13. The City agrees that each public facility provided as a non-cash local grant-in-aid shall be open to all persons without regard to race, creed, color, or national origin.

14. This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF the City of Boston and the Boston Redevelopment Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

(SEAL)

Attest:

City Clerk

CITY OF BOSTON

Approved as to Form:

Corporation Counsel

By _____
Mayor

(SEAL)

Attest:

Secretary

BOSTON REDEVELOPMENT AUTHORITY

Approved as to Form:

General Counsel

By _____
Chairman